

**AGREEMENT
BETWEEN
THE CITY OF TAUNTON
AND
KEVIN J. SHEA
EXECUTIVE DIRECTOR
EXECUTIVE OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT**

This Agreement is made by and between two parties, the City of Taunton, Commonwealth of Massachusetts, by its exclusive bargaining agent Mayor Thomas C. Hoyer, Jr., hereinafter referred to as the "City", and Kevin J. Shea, Executive Director of Economic and Community Development for the City of Taunton, Massachusetts, hereinafter referred to as "Executive Director".

WHEREAS the City is desirous of continuing the services of the Executive Director in the administration of the City's economic and community development function; and

WHEREAS the Executive Director is willing to perform the duties of the position of the Executive Director of Executive Office of Economic and Community Development according to the terms and conditions of this Agreement; and

WHEREAS the parties hereto desire to maintain and promote a harmonious relationship between them; and promote the morale and well-being of the citizens and businesses of the City of Taunton.

NOW, therefore, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows.

DURATION OF AGREEMENT

This agreement shall be effective as of May 17, 2014 and shall continue in full force and effect until May 17, 2017. Each successor agreement shall run coterminous with each successive appointment of the Executive Director. Re-appointment of the position of Executive Director will be nominated by the Mayor and appointed by a majority vote of the Municipal Council for a term of three (3) years.

MODIFICATIONS

The terms and conditions of this contract will remain in full force and effect throughout the named dates, and may only be modified or amended by subsequent written mutual agreement.

DUTIES

The Executive Director of Economic and Community Development shall be responsible for the professional administration of the City's economic and community development program. This shall include:

- Serve the public courteously;
- Oversee office staff
- Recruit and hire candidates;

- Planning and directing an economic and community development program;
- Overseeing and auditing, HUD, CDBG and other grant funds;
- Acting as the Mayor's designee in contract negotiations relative to economic and community development;
- Initiating and making recommendations to the Mayor and Municipal Council concerning changes in municipal projects;
- Act as an intermediary between and among other departments during planning and project phases;
- Attend various Municipal Council and community meetings as required;
- Serve on Mayor and Municipal Council formed ad-hoc committees as required.

TIME AND ATTENDANCE

The Executive Director shall report any scheduled or unscheduled absence to the Mayor's office. With respect to scheduled absences, the Executive Director shall notify the Mayor's office and the Human Resources Department in advance. The Executive Director is obligated to work a thirty-five (35) hour work week.

JUST CAUSE

The Executive Director shall not be removed, terminated, discharged, dismissed, suspended, or otherwise disciplined except for just cause.

HEALTH INSURANCE

The Executive Director shall be eligible for all health insurance coverage that is provided for all other city employees. The City Treasurer shall deduct the Executive Director's share of his health and life insurance from his regular paychecks. The Executive Director's health insurance contribution shall be identical in percentage to the percentage contribution contained for all city employees.

PROFESSIONAL INCENTIVE

The City recognizes the importance of conducting City business in a professional manner and of its management projecting a professional image. Consistent with all other department heads, the Executive Director will be paid an annual professional incentive of one thousand six hundred and fifty (\$1,650.00) dollars. The Executive Director must be on the active payroll as of July 1 of that fiscal year. The payment shall be made on the last pay period of July each year.

PENSION

The present pension and retirement plans in accordance with Massachusetts General Laws, as amended and in effect in the City of Taunton, shall be applicable to the Executive Director.

PROFESSIONAL DEVELOPMENT

The City recognizes its obligation for the professional development of the Executive Director and agrees that the Executive Director shall be given adequate opportunities to develop his skills and abilities as an economic and community development administrator. Whenever financial considerations allow, the Executive Director will be allowed to attend whatever conferences and seminars he deems would be beneficial for his own professional development and awareness, with pay and without loss of any recognized leave time. The City will furthermore reimburse the Executive Director for all reasonable expenses associated with attending said conferences and seminars including but not limited to travel and subsistence expenses. The City also agrees to pay for any professional dues and literature subscriptions reasonably associated to the Executive Director's professional development and education.

PERFORMANCE EVALUATION

The Executive Director will be subject to an annual performance evaluation conducted by the Mayor.

PERSONAL DAYS

The Executive Director shall be entitled to five (5) days of personal leave each year. Said personal days may be carried forward up to a maximum accumulation of ten (10). These days shall be redeemable for any financial value upon leaving the employ of the City of Taunton. Yearly, at the employee's request, two (2) sick days may be converted to personal days.

COMPENSATION

Salary will be \$93,437.60 until May 17, 2015. Salary will be \$96,240.72 on May 17, 2016 until the conclusion of the contract.

VACATION TIME

The Executive Director's vacation eligibility shall be based upon the total length of his longevity and in accordance with the following schedule:

After:

6 months to 4 years	2 weeks
5 years to 9 years	3 weeks
10 years to 16 years	4 weeks
17 years to 24 years	5 weeks
25 years of service	6 weeks

If the Executive Director does not use any portion of his vacation time entitlement during a given fiscal year, he shall have the right to carry said unused vacation time into the next year, with the approval of the Mayor, which shall not be withheld arbitrarily.

Upon the Executive Director's retirement, death or termination of employment for any reason, the Executive Director shall redeem his unused, accumulated vacation days at their existing per diem value. The per diem value of each vacation day shall be one-fifth (1/5th) of the Executive Director's regular weekly pay.

PAID VACATIONS

The following holidays shall be paid holidays for the Executive Director:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
½ Day Good Friday	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
	New Year's Eve

Any holiday declared by the City or Commonwealth of Massachusetts shall be a paid contractual holiday for the Executive Director.

In the event that any of the foregoing holidays fall on a Saturday , the holiday shall be observed on the preceding Friday. In the event that any of the foregoing holidays fall on a Sunday, the holiday shall be observed on the subsequent Monday.

SICK LEAVE

(a) The Executive Director shall be entitled to one and one quarter (1 1/4th) days of sick leave with full pay, for each month of service. There shall be no limit to the number of unused days of sick leave that the Executive Director can accumulate. The Executive Director shall be entitled to his sick leave as it becomes earned.

(b) Upon his retirement, resignation, or termination of employment for any reason or death , the Executive Director, his spouse, heirs or estate, shall receive a lump-sum payment equivalent to 75% of his regular day's pay for each unused day of sick leave. For the purpose of computing this payment the Executive Director's regular day's pay shall be one-fifth (1/5th) of his regular weekly salary at the time of leaving employment.

BEREAVEMENT LEAVE

The Executive Director shall be allowed death leave with pay upon the death of the Executive Director's spouse, child, sibling, grand-child, parent, grand-parent, in-law, or member of his family living in the same household. Such leave shall extend from the death until the day following the funeral services, but shall in no event exceed four (4) business days. Such leave shall not be extended beyond four (4) business days unless the Mayor grants special permission.

In addition, one (1) day of funeral leave shall be granted to the Executive Director to attend the funeral service for his aunt, uncle, niece, nephew or cousin; or his spouse's aunt, uncle, niece, nephew or cousin.

JURY LEAVE

The Executive Director shall be granted time off without loss of pay for services on any local, state or federal jury, including a grand jury.

LONGEVITY

The Executive Director will follow the following longevity schedule. The longevity shall be computed based on the following percentages of fifty-five (\$55,000) thousand dollars and paid annually to the Executive Director based upon his total length of cumulative service with the city, and any verified full time municipal, county, state or federal experience.

5 Years	2.7%
10 Years	3.3%
15 Years	3.9%
20 Years	4.5%
25 Years	5.1%
30 Years	5.7%

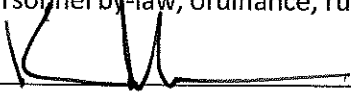
Longevity shall be computed as part of the Executive Director's regular base pay for the purposes of retirement.

SEVERABILITY CLAUSE

If any provision of the agreement is deemed illegal or unenforceable then it shall be stricken and shall not affect the remaining provisions of this contract, which shall remain in full force and effect.

CONFLICTS

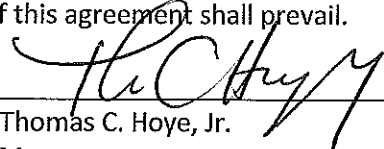
If there exists, now or in the future, any conflict between the terms of this agreement and any local personnel by-law, ordinance, rule or regulation, the terms of this agreement shall prevail.



Kevin J. Shea
Executive Director
Executive Office of Economic
And Community Development

Date

5/12/2014

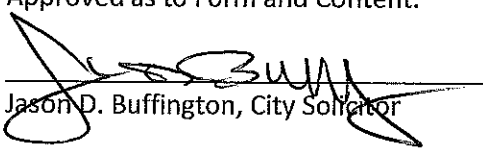


Thomas C. Hoye, Jr.
Mayor

Date

6/5/14

Approved as to Form and Content:



Jason D. Buffington, City Solicitor

Date:

6/9/14